

1.
  - a. Choe Realty, Inc. Mailing address: 1444 Stephen Marc Lane, E. Meadow, NY 11534
  - b. Won Ho Choe is the sole shareholder, director and officer, Address: 1444 Stephen Marc Lane, E. Meadow, NY 11554
  - c. See attached filing receipt and certificate of incorporation
  - d. No
2. Section 10, Block 100, Lot 9, 0.21 acre. Please see survey
3.
  - a. 12/23/86
  - b. Joel Shapiro - prior owner
  - c. leased to Westbury Sun Cleaners, Inc. (Ki Hwan Kim 516-333-0942). See a lease copy.
  - d. None
  - e. Landlord Tenant relationship
  - f. Landlord
  - g. Lease attached
4. None
5. From 1987 to 2009, my company Westbury Top Cleaners did drycleaning business there. 5 persons including me worked there.
6. and 7  
From 1987 to 2009, we used "percethylene (perc). Yearly average was 80 gallons. I stored in machine tank. Waste (380 lbs a year) was picked up by Safe Clean Co. and National Waste Co.
8. None
9. None
10. None
11. None
12. From 5/2010 to date, my Tenant, Westbury Sun Cleaners, Inc. (Mr. Ki Hwan Kim 516 333 0942) has been conducting drycleaning business on the premises. I believe Mr. Kim uses percethylene (perc) - 60 gallons a year. He stores in machine tank. Waste is disposed by a waste pick-up company National Waste Co. - yearly about 300 lbs.
13. None
14. Attorney Seyun Bach, Esq. (718) 428-5700, 194-02 Northern Blvd., Suite 212, Flushing, NY 11358, helped prepare this response. He does not have personal knowledge.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New York

County of Queens

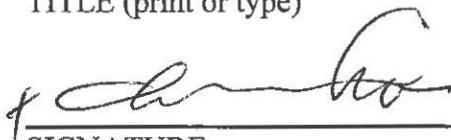
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information regarding the New Cassel/Hicksville Site) and all documents submitted herewith, and that I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

Won Ho Choe

NAME (print or type)

President/Sole shareholder

TITLE (print or type)



SIGNATURE

Sworn to before me this

3<sup>rd</sup> day of Feb., 2014



Notary Public

SEYUN BACH  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 31-5004710  
QUALIFIED IN SUFFOLK COUNTY 2014  
COMMISSION EXPIRES NOVEMBER 23, ~~2010~~

Nov 4. 2003 12:57PM L W REUTER JR INC 5164865269

No. 4731 P. 1/1

MASSAU

EC. 10

100

129

FNO-11212-N

LAND NOW OR FORMERLY  
OF G. ABBIATIELLO

1000'S STOCKAD & RANCE

N. 5° 44' 20" E.  
50.00'

MEAL  
AREA

26.8'

ONE 5' 10" DECK & CONCRETE  
BLOCK - CHAIRS & LUGGAGE

N. 79° 51' 20" E.

OTHER LAND OF LEE SMITH

189.65'

5.79° 45' 20" W. 188.56'

LONG ISLAND  
RAILROAD  
(MAIN LINE)

No. 129

STOCK & TRUNKS

W. Laid BASKETS

CONC. WALL

6 PLANKING SPACES

MACADAM  
PAVED

50.00'

S. 72° 07' 30" W.

POST AVE.

THIS MAP IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE MAP IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE MAP IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

**QUALIFIED TO:**

FIRST NATIONALWIDE OF NY, INC.  
AND REPUBLIC NATIONAL TITLE  
INSURANCE COMPANY  
PARA BANK, FLUSHING BRANCH, ITS  
SUCCESSORS AND OR ASSIGNS

91648

[illegible]

FATTOR, PLANTING BEARS, AUGUST 10  
BURNING AND ANY OTHER DANGEROUS  
THINGS.

ANALYSIS INDICATES PERSONS WILL BE  
SENT TO THE FEDERAL PRISON FOR THE DISTRICT  
OF COLUMBIA, AND TO THE CHIEF OF THE  
TULSA DISTRICT, CLEVELAND, AND OTHER  
LANDING INSTITUTION LISTED BELOW, FOR  
THE PURPOSE OF THE FEDERAL INVESTIGATION.  
SUBJECTS ARE NOT TRANSFERRED TO  
ADDITIONAL INSTITUTIONS OR RE-ENTRY  
OFFICES.

EST 1878

# Reuter

LOUIS W. JR., INC.

Licensed City & Land Surveying  
185 Dorchester Rd. S.  
Garden City, NY 11530



CERTIFICATE OF INCORPORATION

OF  
CHOE REALTY, INC.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW  
IT IS HEREBY CERTIFIED THAT:

1. THE NAME OF THE CORPORATION IS:

CHOE REALTY, INC.

2. The purpose or purposes for which the corporation is  
formed as follows, to wit:

To engage in any lawful act or activity for which corporations may  
be formed under the Business Corporation Law. The corporation is  
not formed to engage in any act or activity requiring the consent or  
approval of any state official, department, board, agency or other  
body without such consent or approval first being obtained.

To own, operate, manage, acquire and deal in property, real and  
personal, which may be necessary to the conduct of the business.

The corporation shall have all of the powers enumerated in Section  
202 of the Business Corporation Law, subject to any limitations  
provided in the Business Corporation Law or any other statute in the  
State of New York.

3. The county in which the office of the corporation is to  
be located in the State of New York is: Nassau

4. The aggregate number of shares which the corporation  
shall have authority to issue is 200 shares, no par value.

5. The Secretary of State is designated as agent of the  
corporation upon whom process against it may be served. The post  
office address to which the Secretary of State shall mail a copy of any  
process against the corporation served upon him is:

The corporation  
123 Post Avenue  
Westbury, New York

IN WITNESS WHEREOF, the undersigned incorporator, being at  
least eighteen years of age, has executed and signed this Certificate  
of Incorporation this 15th day of December, 1986.

Diane L. Foley  
Diane L. Foley  
33 Rensselaer Street  
Albany, New York 12202

STATE OF NEW YORK )

) SS.

COUNTY OF ALBANY )

On this 15th day of December, 1986, before me personally came Diane L. Foley to me known to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Barbara Kinnaw  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 4720956  
Qualified in Albany County  
Term Expires May 31, 1988

**NYS DEPARTMENT OF STATE**

**FILING RECEIPT**

**INCORPORATION (BUSINESS)**

CORPORATION NAME

**CHOE REALTY, INC.**

DATE FILED

**12/16/86**

DURATION & COUNTY CODE

**P**

**NASS**

FILM NUMBER

**B435744-3**

CASH NUMBER

**849927**

NUMBER AND KIND OF SHARES

LOCATION OF PRINCIPAL OFFICE

**200NPV**

**\*XL**

ADDRESS FOR PROCESS

REGISTERED AGENT

**THE CORP  
123 POST AVE**

**WESTBURY**

**NY**

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$ \_\_\_\_\_

AMOUNT OF MONEY ORDER \$ **00120.00**

AMOUNT OF CASH \$ \_\_\_\_\_

\$ **6.00** DOLLAR FEE TO COUNTY

\$ **100.00**

**FILING**

\$ **00010.00**

**TAX**

\$

**CERTIFIED COPY**

\$

**CERTIFICATE**

**010.00**

**MISCELLANEOUS**

**TOTAL PAYMENT \$ 0000120.00**

FILER NAME AND ADDRESS

**JAMES FARD ESQ  
159-18 NORTHERN BLVD**

**FLUSHING**

**NY 11368**

**REFUND OF \$**

**TO FOLLOW**

Copy

**AGREEMENT OF LEASE** dated as of May 4, 2010, by and between Choe Realty, Inc., whose address is 123 Post Avenue, Westbury, New York 11590, or its designee, as provided in Article 36 hereof (hereinafter referred to as "Landlord") and Westbury Sun Cleaners, Inc., whose address is 123 Post Avenue, Westbury, New York 11590, (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the store premises consisting of ground floor and basement of the building and improvements erected, situate, lying and being in the County of Nassau, Town of Westbury and State of New York, known as 123 Post Avenue, Westbury, New York 11590.

The premises shall be referred to herein as the "Demised Premises".

**IT IS FURTHER MUTUALLY COVENANTED AND AGREED**, that this Lease is made upon the foregoing and the following terms, covenants, conditions, provisions, agreements and limitations, all of which Tenant covenants and agrees to perform and observe.

1. Term, Termination

A. The term of this Lease shall be two (2) years commencing as of May 1, 2010 (the "Commencement Date") and terminating at 11:59 P.M. on April 30, 2012, both dates inclusive, unless this Lease is sooner terminated as hereinafter provided.

B. Intentionally omitted.

2. Use

A. Tenant shall use and occupy the Demised Premises as a dry-cleaning store and for no other purpose whatsoever.

B. Tenant shall at all times operate the Demised Premises in compliance with the Certificate of Occupancy therefor set forth in Article 11 hereof. Subject to Landlord's prior written consent, which shall not be unreasonably withheld, Tenant shall have the right to amend the Certificate of Occupancy to conform to its use of the premises, provided that Tenant shall bear the entire cost of any alterations to the Demised Premises resulting from Tenant's use, or intended use of the premises and shall restore the premises at the expiration of this lease.

3. Basic Net Rent; Additional Rent

A. Basic Net Rent

Except as otherwise expressly provided in this Lease, Tenant shall pay to Landlord during the term hereof a net rent (the "Basic Net Rent") as follows:

For the period Commencement Date to April 30 2011, an annual rental of \$60,000.00, payable in equal monthly installments of \$5,000.00 in advance on the first day of each month.

For the period May 1, 2011 to April 30, 2012, an annual rental of \$61,500.00, payable in equal monthly installments of \$5,125.00 in advance on the first day of each month.

[Remainder of page intentionally omitted]

B. Contest of Taxes and Assessments

Landlord shall have the right to, file annually or more often as may be required, the necessary applications for the contest of the validity or amount of the City's real estate taxes or assessments (if necessary, with the cooperation of Tenant). Tenant shall have the right as well to contest the validity or amount of real estate taxes or assessments (if necessary, with the cooperation of Landlord if the Landlord does not so contest).

C. Payment of Insurance Premiums

Tenant shall pay all insurance premiums throughout the term of this Lease upon policies of insurance required to be obtained and kept in force by Tenant, as more specifically set forth in Articles 13, 14 and 15 hereof or otherwise pursuant to this Lease.

D. Certificate or Statement of Authorities  
as Prima Facie Evidence

Any official certificate or statement issued or given by any sovereign, governmental, city or municipal authority, or any department, bureau, board or officer thereof or of any public utility, setting forth any tax, assessment, water rents, sewer rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, payments and other charges of every kind and nature, together with interest and penalties thereon, the payment of which is the obligation of Tenant as hereinbefore provided, shall be prima facie evidence for all purposes of this Lease, of the existence, amount and validity of such tax, assessment, water rents, sewer rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, payments of and other charges of every kind and nature, except if and to the extent that such taxes and impositions have been paid by Tenant.

E. Interest On Required Payments Made by Landlord

Any and all payments which may be required to be made by Tenant under this Lease and which shall be made by Landlord, whether for premiums on policies of insurance as hereinafter provided for and required to be obtained and maintained by Tenant, or in respect of any other provision under this Lease pursuant to which payments other than insurance premiums may be made by Landlord for and on behalf of Tenant, or which payments may be made by Landlord in default of Tenant's making the same and Tenant may be required to make any such payment under this Lease, then any such amount paid by Landlord shall, in each such case, be deemed to be and shall become, together with interest thereon at the highest legal rate permissible, Additional Rent, and the amount of such payment, together with interest thereon, may, at Landlord's option exercised by notifying Tenant of the amount due, be added to the Basic Net Rent falling due on the first day of the month next ensuing; the payment by Landlord of any sum or sums shall then and in such event be deemed Additional Rent payable by Tenant to Landlord in addition to the foregoing provisions and payments required hereunder.

Whenever pursuant to this Lease the Landlord is granted the right to make payments or to perform an obligation on behalf of Tenant, and in default of Tenant making the same, and to be

reimbursed therefor, such right may not be exercised unless and until (i) Landlord has given written notice to Tenant setting forth the nature and amount of the sum due or the nature of the obligation to be performed and that such sum shall be paid or such obligation performed by Landlord on behalf of Tenant if not paid or performed by Tenant within ten (10) calendar days (except in the case of emergency, when an appropriately shorter period of time may be specified), or such longer period if performance cannot be reasonably completed within such time as determined by Landlord in its reasonable discretion, and (ii) Tenant has failed to make payment of such sum or to commence to perform such obligation within the period specified in such notice.

**F. Real Estate Taxes**

Tenant shall pay, during the term of this lease, the additional rent provided for in this Article 3. As used herein, the following terms shall have the meanings set forth below:

"Real Estate Taxes" shall mean all real estate taxes, assessments, water charges and sewer rents, and other taxes and charges of every nature and kind whatsoever, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character, which at any time may be assessed, levied, charged, confirmed or imposed on or in respect of or be a lien upon the building. "Real Estate Taxes" shall exclude income, franchise, inheritance or similar taxes; provided, however, that if the method of taxation or assessment shall be changed so that the whole or any part of the Real Estate Taxes theretofore payable with respect to the building instead shall be levied, charged, assessed or imposed in whole or in part on the income or rents received by Landlord from the building or shall otherwise be imposed against Landlord in the form of a franchise tax or otherwise, then the same shall be deemed Real Estate Taxes for purposes of this Article 2.

The "building" shall mean the land and the building of which the demised premises form a part, known as 123 Post Avenue, Westbury, New York 11590.

"Tenant's Share" shall mean one hundred (100) percent.

Tenant shall pay to Landlord, as additional rent, an amount equal to Tenant's Share of the amount of the Real Estate Taxes payable during any Lease Year. Such additional rent may be billed by Landlord at or about the dates on which installments of Real Estate Taxes are due and payable by Landlord, or at any time thereafter, and such additional rent shall be payable by Tenant to Landlord within ten days after being billed therefor.

The Real Estate Taxes actually payable by Landlord shall be used in computing the additional rent hereunder.

Landlord shall not be obligated to contest the levy or assessment of any Real Estate Taxes, and it shall be at Landlord's sole discretion whether any such contest shall be undertaken. Landlord hereby reserves the exclusive right to take and prosecute all such proceedings, including any such proceedings for the first year of the Lease term, and if so taken, Landlord



may proceed without notice to Tenant and may prosecute the proceeding, including settlement and discontinuance, in such manner as Landlord may determine in its sole discretion.

In no event shall the annual Basic Net Rent under this lease be reduced by virtue of this Article 3.

The additional rent provided herein shall be apportioned as of the expiration of the lease term or earlier termination of this lease. The obligations of Tenant to pay additional rent as provided for herein shall survive the expiration of the lease term or earlier termination of this lease.

The additional rent provided for herein shall be collectible by Landlord in the same manner as the regular installments of Base Net Rent due under this lease. No delay or failure by Landlord in preparing or delivering any statement or demand for any additional rent shall constitute a waiver of, or impair Landlord's rights to collect, such additional rent.

G. Late Fees

Tenant also covenants to pay, from time to time as provided in this lease, as additional rent, all other amounts and obligations which Tenant assumes or agrees to pay under this Lease and, without prejudice to any other rights, powers or remedies of Landlord, a late payment charge equal to eight (8) percent of the amount of any item of rent or additional rent not paid within ten (10) days of its due date per month. In the event of any failure on the part of Tenant to pay any additional rent, Landlord shall have all the rights, powers and remedies provided for in this lease, at law, in equity or otherwise, in the case of nonpayment of Basic Net Rent. Furthermore, in the event Tenant issues a check that is returned unpaid by the drawing bank, Landlord shall be entitled to collect as additional rent the sum of \$200.00 as service charge. Nothing herein shall be construed to extend the due dates of Tenant's payments under this lease, or to waive any rights or remedies of Landlord in the event of Tenant's late payment. Tenant's obligations to pay Basic Net Rent and additional rent shall survive the expiration of the lease term or earlier termination of this Lease.

H. Manner of Payment

All Basic Net Rent, Additional Rent and other sums and charges to be paid by Tenant to Landlord under this Lease shall be paid in such currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts, at the addresses first set forth above, or at such other place(s) as Landlord may from time to time designate upon written notice to Tenant.

4. Rent Payable Without Set-Off

Tenant will pay the Basic Net Rent and Additional Rent (including real estate taxes) as set forth in Article 3 hereof at the time and in the amount hereinbefore provided, by paying the same without any set-off, counterclaim, deduction, notice or demand except as herein otherwise specifically provided, to Landlord or to such person or entity as may from time to time be



specified in this Lease or designated in writing by Landlord. Tenant shall and will, during the term hereby demised, well and truly pay, or cause to be paid, to Landlord, all such other sums as may become due from or payable by, Tenant, at the times and in the manner herein provided; and Landlord, at its option, may deem all other sums as Additional Rent payable hereunder, together with interest thereon at the highest legal rate then permissible, payable from the tenth business day after notice is given that any such sum is due and payable as Additional Rent hereunder; and, in the event of nonpayment thereof, Landlord shall have the rights and remedies herein provided for in the case of nonpayment of Basic Net Rent or Additional Rent, or of a breach of condition or covenant.

5. Tenant To Take Premises In As Is Condition

A. It is specifically understood and agreed that the Tenant takes the premises in its present physical condition subject to any and all violations whether of record or not after a full, complete and independent inspection of the premises and Tenant agrees that during the term of this Lease not to call upon the Landlord for any repairs, renovations, decorations, alternations, except as herein specifically set forth in Article 7A herein. Notwithstanding the above, Tenant shall be under no obligation to correct any violation of record as of the Commencement Date hereof.

B. Tenant accepts the buildings and improvements together with the furniture, furnishings, fixtures, chattels and equipment (as described in Article 7B hereof) in, on and about the Demised Premises in their present condition, "AS IS", and without any representation or warranty by Landlord as to the condition of said buildings or improvements or as to the use or occupancy which may be made thereof, and Landlord shall not be responsible for any latent defect or change or condition in the buildings or improvements, furniture, furnishings, fixtures, equipment and chattels, except to the extent that such items are the responsibility of Landlord, as set forth in Article 7 hereof.

C. The Basic Net Rent, Additional Rent and other sums of charges payable hereunder shall in no event be withheld or diminished on account of any defect in the building, or of the personal property and equipment contained therein, nor for any change in its condition, nor for any damage occurring thereto nor because of the existence of any violations in any municipal or other governmental departments.

D. Landlord shall deliver the premises free of tenants on Commencement Date.

6. Ownership and Repair of Personal Property.

Tenant shall maintain all furniture, furnishings, chattels, fixtures and equipment hereafter placed in the Demised Premises, in the same conditions existing on the date hereof, ordinary wear and tear excepted, and any fixtures or equipment installed by Tenant in any of the lobbies, hallways, public areas, rooms, offices roof, cellar and basement of the premises in replacement or renewal of obsolete or broken fixtures and equipment, shall belong to Landlord upon the expiration or termination of this Lease without payment therefor. Notwithstanding the foregoing, this provisions shall not apply to furniture or chattels of any kind brought onto the Demised

Premises by any guests, tenants or occupants.

7. Repairs and Replacements

A. Except as expressly set forth in the immediately preceding paragraph, Tenant represents and covenants, at its own costs and expense, to make any and all changes, alternations, repairs or replacements of a non-structural nature, ordinary or extraordinary, inside or outside, foreseen or unforeseen, necessary to keep in reasonable physical condition the buildings and improvements on the Demised Premises now standing and hereafter erected, inside and outside, including, but not limited to, repairs to and replacements of foundations, walls, floors, ceilings, sky-lights, fire escapes, elevators, vaults, sidewalks, window glass, water and sewer connections, gas pipes, wires or conduits for electricity, whether inside, in front of, or appurtenant to Demised Premises, and fixtures, goods, chattels, furniture, furnishings and equipment hereby issued as well as repairs, replacements and renewals thereto, such repairs, replacements or renewals to be at least the equal in quality of materials and workmanship as those replaced.

B. The Tenant, at its sole cost, may renovate the Demised Premises as it sees fit, providing, however, and on condition that all work is done in full conformity with the various state, federal and municipal departments having jurisdiction there over and with the written consent of the Landlord.

C. It is specifically understood and agreed that the Landlord will not be liable for any water damage sustained by the Demised Premises or the contents therein, of for water usage by the Tenant.

8. No waste

Tenant shall not commit or suffer waste or injury to the Demised Premises, furniture, furnishings, fixtures, chattels, equipment and goods and shall keep the sidewalks, curbs and alleys adjacent to the Demised Premises in good repair and unobstructed, clean and free of rubbish, ice and snow. Tenant shall pay all summons and citations issued by the City of New York, or its departments for violation or rules regarding maintenance of sidewalks, rubbish and garbage separation, and ice and snow removal.

9. Compliance With Laws

Tenant covenants to execute and comply in all material respects with any and all laws, statutes, ordinances and regulations, federal, states, country or municipal, now or hereafter in force applicable to the Demised Premises, relating to use or occupancy thereof or to the making of repairs thereto or of changes, alternations or improvements therein, ordinary or extraordinary, structural or otherwise, foreseen or unforeseen, including without limitation the performance of any duty imposed upon Landlord or Tenant by such laws, statutes, ordinances or regulations in respect to the sidewalk, curb, street, vault or alley adjacent to the Demised Premises. Tenant also covenants to comply in all material respects with any and all rules and regulations applicable to the Demised Premises issued by the New York Board of Fire Underwriters and/or the New York Fire Insurance companies writing policies covering the Demised Premises which are applicable

thereto. Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of or be imposed because of the failure of Tenant to comply with this Article, and in any event, agrees to indemnify and save the Landlord free and harmless of and from all liability with reference to the same, except to the extent that such costs, expenses, claims, fines, penalties and damages are caused by Landlord's failure to perform its obligations under Article 7 hereon.

Landlord or Tenant shall each promptly give written notice to the other party of any notice of violation received by it. Without diminishing the obligation of Tenant, if Tenant shall at any time fail or neglect to materially comply, to the extent reasonably appropriate and as expeditiously as reasonably feasible, with any of said laws, rules, orders, requirements, directions, ordinances or regulations concerning or affecting the Demised Premises, or the use and occupation thereof, or any building thereof, as hereinbefore provided, and, if a stay is necessary, shall have failed to obtain a stay or continuance thereof, then Landlord, in addition to any other remedies hereunder shall be free to comply therewith, and expenses resulting therefrom shall be borne and paid by Tenant and upon Tenant's failure so to pay, then Landlord may, at its sole option, pay the same, and any payments so made by Landlord, together with interest thereon to be computed at the highest legal rate per annum from the date of payment, reasonable attorneys fees and expenses shall be considered as Additional Rent, and shall entitle Landlord to enforce any of the terms, provisions, conditions, and covenants herein contained that may be applicable to such Additional Rent. Tenant may, however, contest by means of due legal proceedings the validity of any such law, rule, order, ordinance or regulations, and refrain from compliance therewith during such contest, provided that such noncompliance shall not constitute a crime or misdemeanor on the part of the Landlord.

#### 10. No Liens

A. Tenant will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge levied on account of any imposition of any mechanic's, laborer's or materialman's lien upon the Demised Premises or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest or Landlord in the Demised Premises or any part thereof or in the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Demised Premises or any part thereof might be impaired.

B. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Demised Premises or any part thereof, Tenant, within thirty (30) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided that such lien arose as a result of Tenant's activities at the Demised Premises after the Commencement Date. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by obtaining the discharge of such lien by deposit or by bonding proceedings. In such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by

the Landlord and all reasonable costs and expenses incurred by Landlord in connection therewith, including reasonable attorneys fees together with interest thereon at the highest legal rate of interest then permissible from the respective dates of the Landlord's making of the payment or incurring of such reasonable costs and expenses, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

C. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, architect, laborer, engineer or materialman for any specific improvement alteration to or repair of the Demised Premises or any part thereof, and the personal property hereby leased.

11. No Use In Violation of Certificate of Occupancy

During the term of this Lease, Tenant will not use or keep or allow the Demised Premises or any portion thereof or any building or improvements now or hereafter erected or maintained thereon, to be used or occupied for any unlawful purpose or in violation of any Certificate of Occupancy covering or affecting the use of the Demised Premises or any portion thereof, or any buildings or improvements nor or hereafter erected thereon, as the same may be amended from time to time (the "Certificate of Occupancy"). Tenant will not suffer any act to be done or any condition to exist on the Demised Premises or any portion thereof or any building or improvement no or hereafter erected thereof, which shall in law constitute a nuisance, public or private, or which shall make void or voidable any insurance then in force on the Demised Premises. Tenant shall have the right to amend the Certificate of Occupancy to conform to its use of the premises, provided that Tenant shall bear the entire cost of any alterations to the Demised Premises resulting from Tenant's use, or intended use of the premises.

12. Assignment and Subletting

A. Except as provided in Paragraphs C or D herein or otherwise in the Lease, Tenant expressly covenants and agrees that Tenant shall not assign or underlet all or substantially all of the demised Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. If this Lease shall be assigned; or if the Demised Premises or any part thereof be underlet or occupied by any person or entity other than Tenant, Landlord may, after default in respect of the payment of rent by Tenant, collect rent from the assignee, undertenant or occupant, and apply the net amount so collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection of rent shall be deemed a waiver of this covenant, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. The formal written consent by Landlord to an assignment or underletting shall not be in any manner construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting of this Lease.

B. Tenant further expressly covenants and agrees that notwithstanding anything to the contrary contained in this Lease, the sale or transfer, by one or more transfers at any time, of



twenty (20%) percent or more of the total outstanding shares in any corporation which may be the Tenant under this Lease, or the sale or transfer at any time of twenty (20%) percent or more of the total equity interest in any partnership, jointly ventures or other unincorporated association which may be Tenant under this Lease, shall, in each case, be deemed to be an assignment of this Lease within the meaning and intent of the provisions of this Article. Notwithstanding the foregoing, the transfer or assignment of any such shares of stock or equity interest solely by reason of the death of a stockholder, partner, joint venturer or member to his or her heirs, distributees or legal representatives, or any inter vivos transfers or assignments of shares of stock or equity interest to members of the immediate family of such stockholder or equity holder, or any transfer among existing stockholders, partners, joint venturers or members of any other unincorporated association, or any such transfer of shares or equity interest to third parties aggregating less than twenty (20%) percent of the total interests thereof, shall not, in any such case, be deemed an assignment or sale of such shares of stock or partnership, joint venture or other unincorporated association interest for purposes of this Article.

Any violation of the provisions of this Article shall entitle Landlord to exercise any and all of the default and remedy provisions now contained in this Lease after the applicable notice and grace periods.

C. Except as otherwise provided herein, Tenant may assign this Lease to any unaffiliated person or entity only for the use of the Demised Premises for the specific purposes set forth in Article 3 hereof and for no other purposes, and Tenant may assign this Lease only subject to and by complying with all of the following conditions, it being expressly understood and agreed that no such assignment shall be binding upon Landlord nor shall it have any force or effect, either in law or in equity, or convey any interest of Tenant in this Lease, unless and until each of said following conditions are complied with:

(i) any such assignment hereof shall be subject to Landlord's prior written consent, which consent Landlord covenants and agrees will not unreasonably be withheld or delayed;

(ii) that at the time of any such assignment, the Tenant/assignor shall not then be in default hereunder in respect to the payment of monies due the Landlord for Basic Net Rent or Additional Rent of any kind beyond the applicable grace periods with respect thereto; and

(iii) such assignment shall be evidenced by an instrument of assignment and assumption duly executed and acknowledged in triplicate original copies by Tenant/assignor and its assignee ("such assignee"), pursuant to which Tenant/assignor assigns this Lease to such assignee, and such assignee accepts the assignment thereof and assumes and agrees to perform all the terms and provisions in this Lease contained to be kept, observed and performed by Tenant hereunder from and after the effective date of such assignment, and an executed and acknowledged duplicate original of such instrument, together with the address of such assignee, shall be delivered to Landlord.

(iv) that the assignee shall deposit with the Landlord security equal to one (1) month's rent in addition to the security already on deposit with Landlord.

Tenant covenants and agrees that no assignment made pursuant to the provisions of this Article shall in any way release or be deemed to release Tenant herein named, or any assignee of the interest of Tenant in this Lease, and requires that Tenant and all assignees of Tenant's interest shall at all times throughout the terms of this Lease continue to be and remain jointly and severally primarily liable for the full performance of all of the obligations of this Lease on the part of the Tenant to be performed, observed and complied with from the date of the execution of this Lease through the term hereof.

D. Whenever Landlord's consent shall be required hereunder, Tenant shall deliver to Landlord written notice by certified mail, return receipt requested, of the proposed assignment of this Lease at least twenty (30) business days (the term "business days" as used in this Lease shall mean consecutive days exclusive Saturdays, Sundays and legal holidays which are statewide in the State of New York) prior thereto, which notice shall include and be accompanied by the following information:

- (i) the name and addresses of the proposed assignee; and
- (ii) the names and business experience of principal or principals of the proposed assignee who will be active in the operation of the business at the Demised Premises by the proposed assignee and their respective percentages of equity interest in the proposed assignee.

Landlord agrees, within a period of ten (10) business days after its receipt of the aforementioned notice of the proposed assignment, to notify Tenant in writing, by certified mail, return receipt requested, either: (a) that Landlord is willing to thereafter give its formal written consent to the proposed assignment of this Lease, provided that all of the conditions precedent to the delivery of a formal consent in writing set forth in this Article are first fully complied with; or (b) that Landlord is not willing to give its consent to the proposed assignment of this Lease. In addition, if Landlord send no written notice at all to Tenant within said period of ten (10) business days as to whether or not Landlord is willing to thereafter give its formal written consent to the proposed assignment of this Lease, then Landlord shall be deemed to have given its formal written consent hereunder to such proposed assignment of this Lease.

E. If Tenant shall deem itself aggrieved by Landlord's failure or refusal to consent to the proposed assignment of this Lease by Tenant, Tenant shall have the right to submit the issue of Landlord's failure or refusal to affirmatively consent in writing to such assignment to arbitration in accordance with Article 32 hereof.

### 13. Insurance: Repair and Restoration

A. Tenant shall throughout the term of this lease, at its own cost and expense, provide and keep in force for its own benefit, insurance against loss or damage or injury or destruction to or of any building or buildings not or hereafter erected on the leased premises, together with the furniture, furnishings and equipment therein, resulting from fire or from any hazard included in the so-called extended coverage endorsement from such insurance companies authorized to engage in insurance business in the State of New York and as may be reasonably

acceptable to Landlord, and if more than one such insurance company is used, with such distribution of the amount thereof among such companies as may be acceptable to Landlord, which policies shall provide that the loss, if any, shall be payable to Landlord, except as hereafter provided. Landlord may also insure that the interest of the holder of a Fee Mortgage be protected by proper endorsements to any such policies.

B. Tenant shall likewise observe and comply with the requirements of all policies of insurance at any time in force with respect to the Demised Premises and the personal property hereby leased.

C. Notwithstanding anything to the contrary herein contained, in the event of damage to or destruction of any improvements on the Demised Premises by fire or otherwise which, in the reasonable judgment of Landlord, shall amount to substantially total destruction thereof or otherwise require demolition of substantially the entire remainder thereof, then in any such event, Landlord shall have the right, at its sole option, either (i) to restore, replace or rebuild the same and to construct, in replacement thereof, a new building or buildings, as the case may be, in accordance with the provisions of this Article, or (ii) Landlord may cancel and terminate this Lease in all respects, and in such event all insurance proceeds paid or payable on account of said damage or destruction shall be paid to and become the property of Landlord, and Tenant shall execute any assignments or other documents required to effectuate the same, if any.

D. Except as provided in Paragraph C hereof or otherwise in this Lease, no destruction of or damage to the Demised Premises, or any part thereof, by fire or other casualty, shall terminate or permit Tenant to surrender this Lease or shall relieve Tenant from its obligation to pay the Basic Net Rent and Additional Rent and other sums and charges payable hereunder with respect to the portion of the Demised Premises that were not damaged or destroyed, or from any of Tenant's other obligations under this Lease, and Tenant hereby waives any rights now or hereafter conferred upon it by statute or otherwise to cancel or surrender this Lease or to quit or surrender the Demised Premises, or any part thereof, or to any suspension, diminution, abatement or reduction of Basic Net Rent or Additional Rent with respect to the portion of the Demised Premises that were not damaged or destroyed, on account of any such destruction or damage, except as otherwise provided in this Lease.

14. Comprehensive General Public Liability Insurance, Steam Boiler, War Damage Sprinkler and Rent and other Insurance

A. Tenant also covenants to obtain for the benefit of Landlord comprehensive general public liability insurance coverage of the Demised Premises, including the sidewalks, alleys, curbs and vaults, if any, adjoining the Demised Premises, in the customary form, from insurance companies satisfying the requirements of Article 14 herein, in limits of liability (including coverage under umbrella liability policies) of not less than \$2,000,000.00 \$1,000,000.00 per occurrence for bodily injuries or death and \$2,000,000.00 aggregate per annum, and not less than \$500,000.00 per occurrence for property damage, and to pay all of the premiums thereon.

B. All policies required to be obtained by Tenant shall name Landlord as co-insured

and the Tenant agrees to deliver to Landlord the original of such policies. Such policies will contain a provision that same may not be cancelled without giving to the Landlord at least thirty (30) days prior written notice.

15. Compliance With Insurance Requirements

Tenant shall promptly perform and comply with the requirements of all fire and liability insurance carriers which may be obtained by Landlord within fifteen (15) days after written notice from Landlord, either personally or by certified mail, return receipt requested.

16. Waiver of Right to Redeem

Except as otherwise expressly provided herein, Tenant hereby expressly waives any and all right to redeem the Demised Premises under Sections 761 and 763, or any amendments, changes and additions thereto, of the Real Property Actions and Proceedings Law of the State of New York or otherwise, after a warrant of dispossession shall have been made or entered, or by virtue of any other statute, law or decision of like import or effect now or hereafter in force.

17. Total Condemnation

If, at any time during the term hereof, the whole of the Demised Premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or if any part of said Demised Premises shall be so taken and the part not so taken shall be insufficient, in the reasonable judgment of Tenant, for the operation of Tenant's business, then this Lease shall immediately cease and terminate, and the Basic Net Rent and Additional Rent payable under this Lease shall be equitably apportioned and paid to the time of such termination, and Tenant shall not be responsible for any payment of rent or other obligation under this Lease after such termination.

In the event of such total condemnation, the entire award shall become the property of the Landlord, and Tenant agrees that it shall not be entitled to, nor shall it, file a claim for any portion of such award.

18. Partial Condemnation

A. If any building or improvements now or hereafter constructed on the Demised Premises shall be damaged or partially destroyed by any such taking of less than the whole or materially all thereof, then except as hereinabove or after specifically provided, this Lease shall continue in full force and effect as to the part not so taken, and the Basic Net Rent shall be reduced by mutual agreement of the parties, and if the parties fail to mutually agree upon a fair Basic Net Rent, the matter shall be determined by arbitration in accordance with Article 33 hereof. Subject to Tenant's option to terminate as set forth in Paragraph B below, Tenant shall give prompt notice thereof to Landlord, and Landlord shall proceed with reasonable diligence to conduct any necessary demolition and to repair and restore, at Landlord's own cost and expense, any remaining part of any building and improvements not so taken, so as to constitute such remaining part or parts thereof a complete, rentable building in good condition and repair,



provided, however, that Landlord shall not be required to make any repairs or restoration hereunder until the condemnation award shall have first been paid or disbursed in accordance with the terms of this Article.

B. In the event, however, that Landlord's or Tenant's reasonable judgment, either Landlord or Tenant shall determine that it will be unable to repair and restore the remaining portion of the buildings and improvements not so taken to a complete and rentable building in good condition and repair, as herein provided, the Landlord or Tenant shall have the right to terminate this Lease or any part thereof upon written notice and this Lease shall terminate, with the same force and effect as if said termination date was herein set forth as the expiration date hereof and Tenant shall vacate and surrender possession of the Demised Premises on the termination date, free of tenants, subtenants and occupants and the Landlord shall thereupon retain the full award free and clear of any claim of Tenant.

19. Evidence of Payment By Landlord: Tenant's Right to Cure

A. Provided Tenant has complied with all the terms, covenants and conditions of this Lease on Tenant's part to be performed, the Landlord agrees to exhibit to Tenant, upon demanded therefore, evidence of payment of the installments of principal and interest under the bonds and/or mortgages covering the said premises, and of taxes and of other impositions.

B. In the event Landlord shall at any time fail to pay any installment of principal or interest upon any mortgage which shall constitute a lien upon the Demised Premises or any other charge or sum not required by the provisions of the Lease to be paid by Tenant, or in the event that a lien is placed on the Demised Premises by any municipal, state or federal agency due to the failure of the Landlord, or party or parties collectively comprising the Landlord, or its assigns to discharge any and all obligations not assumed by Tenant under this Lease, and if such failure to pay such sum or lien shall constitute a threat to the right of Tenant to enjoy the use of the Demised Premises, Tenant shall have the right forthwith to pay the amount due if it so elects together with any costs or interest payable in connection therewith and Tenant may deduct the amount of such payment together with interest from the date of Tenant's payment from the rental next becoming due under the provisions of this Lease until the amount of the credit to which Tenant shall be entitled shall be exhausted. Tenant, upon making such payment, shall be entitled subject to the provisions of laws applicable thereto, to be subrogated to the rights of the holder of such payment for or on behalf of the Landlord. Tenant shall first give to Landlord five (5) business days written notice by certified mail (unless the time available to make such payment is shorter, or its intention to make such payment on behalf of the Landlord and if the Landlord fails within such period to cure its default, Tenant may make same as provided above.

20. Mortgages - Subordination

A. This Lease, the lien thereof on the Demised Premises, and all rights of Tenant hereunder, and of any persons claiming under or through Tenant, are subject and subordinate to existing or future mortgages which shall be liens upon the premises and to any other mortgages and to any renewals, modifications, consolidations, extensions, or replacements of such mortgage or mortgages or replacements or renewals thereof although such mortgage or

mortgages may exceed in the aggregate the original principal amounts of the mortgages which shall be liens upon the premises at the time of the execution of this Lease, provided, however, that the aggregate annual amount of principal and interest payments on all of such mortgages (exclusive of the final principal payment) shall not exceed ninety (90%) percent of the annual Basic Net Rent.

This agreement of subordination shall be self-operative but Tenant covenants and agrees on demand at any time or times, to execute, acknowledge and deliver to Landlord, any and all instruments which may be necessary or proper to subordinate this Lease and Tenant's right hereunder to the lien or liens of any such mortgage or renewal, modification, consolidation, replacement or extension.

B. Tenant warrants it will not perform any act or do anything which will cause a default under any mortgage or of any renewal, modification, consolidation, extension or replacement thereof. Whenever the obligations of Landlord (mortgagor) to the holder of such mortgages or of such renewals, modifications, consolidations, extensions or replacements require Landlord (mortgagor) to perform an act or do a thing which coincides with an act or thing which Tenant is herein obligated to Landlord to perform or do, Tenant warrants to perform said act or to do said thing. Anything in any provision of this Lease to the contrary notwithstanding, if the time given to Landlord by holders of said mortgages or such renewals, modifications, consolidations, extensions or replacements to perform said act or to do said thing, then if Landlord promptly gives Tenant notification of any notice given to Landlord in respect of said act or thing by the holder of said mortgages or by the holders of such renewals, modifications, consolidations, extensions or replacements, Tenant shall perform said act or do said thing within the time specified in the notice so given by the holder of any mortgage or by the holder of such renewals, modifications, consolidations, extensions or replacements. If Tenant fails to perform said act or do said thing within the time as specified, and Tenant has not commenced and proceeded to remedy such act or thing, Landlord may enter the premises and perform said act or do said thing without further notice. There shall be applicable thereto all the provisions hereof in respect of Landlord performing said acts and/or doing said things at the expense of Tenant and recovering said expenses from Tenant as Additional Rent. Notwithstanding anything herein to the contrary, Tenant shall be under no obligation to make any payments hereunder if the total of such payments would exceed Tenant's obligation to pay Base Rent and Additional Rent to Landlord.

## 21. Default

A. Any one or more of the following events shall be deemed to be "Events of Default" under this Lease:

(i) if Tenant shall desert or abandon the Demised Premises and such desertion or abandonment shall continue for a period of five (5) days after written notice by Landlord; or

(ii) if this Lease or the estate of Tenant hereunder shall be transferred, assigned, subleased or mortgaged to any person or party, except in the manner herein permitted; or

(iii) if Tenant shall default in making payment of any installment of Basic Net Rent or Additional Rent or other sums or charges, as and when the same shall become due and payable and/or required to be deposited by Tenant under this lease, and such default shall continue for a period of ten (10) days after written notice given by Landlord; or

(iv) if Tenant shall materially fail to perform any of its obligations and any such default shall continue for a period of fifteen (15) days after written notice by Landlord, except that, in connection with a default not consisting solely of the payment of rent and not susceptible of being cured with due diligence, the applicable cure period, the time of Tenant within which to cure the same, shall be extended for such time as may be necessary to cure the same with reasonable diligence, provided Tenant shall commence promptly and proceed diligently to cure the same; or

(v) an execution or attachment shall be issued against Tenant's leasehold estate, and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise, within a period of sixty (60) days after the issuance thereof or ten (10) days after notice by Landlord, whichever is later.

B. Upon the occurrence of an Event of Default, the Landlord may, at its election, serve a written ten (10) day notice of cancellation and termination of this Lease upon Tenant, and upon the expiration of said ten (10) days (during which time Tenant may cure any monetary default, together with interest, if any, accrued thereon in accordance with the provisions of this Lease, and thereby nullify any such cancellation or termination based only upon such monetary default), this Lease and the term hereunder shall terminate and expire as fully and completely as if the date of expiration of such ten (10) day period were the day herein fixed for the end and expiration of this Lease and the term thereof, and Tenant in such case shall then quit and surrender to Landlord the Demised Premises and each and every part thereof and Landlord may enter into or repossess the Demised Premises each and every part thereof, either by force, summary proceedings or otherwise. No cancellation and termination of this Lease under this Article shall relieve Tenant of its liability and obligations to pay the Basic Net Rent and Additional Rent, and other sums and charges theretofore accrued or thereafter accruing, and such liability and obligations shall survive any such expiration or termination.

C. All sums which Tenant has agreed to pay by way of real estate taxes, maintenance and all other sums and charges required to be paid by Tenant hereunder, becoming due from time to time under the terms of this Lease, shall all be deemed Additional Rent reserved in this Lease within the meaning of this Article.

D. In the event of any termination of this Lease, whether the same be by expiration, cancellation, surrender or by operation of law, by issuance of a dispossessionary warrant, or by service of notice of cancellation and termination as herein provided, Landlord may at any time re-enter the Demised Premises using such force for that purpose as may be necessary without being liable to prosecution therefor, and thereupon Landlord shall be entitled to retain possession of the Demised Premises free from any estate or interest of Tenant therein.

E. Tenant hereby expressly waives the service of any notice of intention to re-enter provided in any statute or of the institution of legal proceedings for such purpose and Tenant for and on behalf of itself and all persons claiming through or under Tenant, including any assignee or creditor of Tenant, also waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by summary proceedings or otherwise or in case of reentry or repossession by Landlord or in case of any expiration or termination of this Lease in accordance with its terms. The term "enter", "entry", "re-enter" as used in this Lease are not restricted to their technical legal meaning.

F. No receipt of funds by Landlord from Tenant after the termination or cancellation hereof in any lawful manner shall reinstate, continue or extend the term, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Basic Net Rent, and Additional Rent, and other sums and charges then due or which thereafter become due, or operate as a waiver of the right of Landlord to recover possession of the Demised Premises by proper suit, action, proceedings or other remedy, it being agreed that (i) after the service of notice of cancellation and termination as herein provided; (ii) after the commencement of any suit, action, proceedings or other remedy; or (iii) after a final order or judgment for possession of the Demised Premises, Landlord may demand, receive and collect any funds which thereafter become due, without in any manner affecting such notice, suit, action, proceedings, order of judgment; and any and all such proceeds so collected shall be deemed to be payments on account of the use and occupation of the Demised Premises, or at the election of Landlord, on account of Tenant's liability hereunder.

G. If this Lease shall be terminated and cancelled as provided in this Article, Tenant covenants and agrees, any other covenant in this Lease to the contrary notwithstanding, that the Demised Premises shall be then in the same condition as that in which Tenant has agreed to surrender the same to Landlord at the expiration of the term hereof.

H. Tenant shall pay upon demand all reasonable costs, charges and expenses, including reasonable fees and expenses of counsel retained by Landlord, incurred by Landlord in enforcing Tenant's obligations hereunder in the event of a default of Tenant's obligations under this Lease.

## 22. Cumulative Remedies

Any material violation or attempted violation or threatened violations of any covenant or condition of this Lease by Tenant, or anyone claiming under Tenant, shall be remediable by injunction which shall be a cumulative remedy in addition to every other remedy given by this Lease or now or hereafter existing by law, either independently of or in connection with the execution of this Lease, it being expressly agreed that the various rights, remedies, powers and elections given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one such remedy thereunder, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the other remedies, or of such other rights, remedies, powers or elections as are now or may hereafter be available to Landlord under this Lease or by law.

## 23. Indemnity by Tenant



A. Tenant hereby agrees to indemnify and to save and hold Landlord harmless against any and all claims, damages, suits or causes of action for damages arising after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, commenced as a result of any injury to person or property or from loss of life sustained in or about the said Demised Premises and the building and improvements thereon, or in or upon the sidewalks, curbs, alleys, vaults, or streets in front of or appurtenant thereto by any person or persons whatsoever, as a result of Tenant's negligence. It is the intention and agreement of the parties that Landlord shall not be liable for any personal injuries or damages to Tenant or its officers, agents and employees or to any other person or to any occupant of any part of the Demised Premises, or by their agents or employees respectively, at any time during the term of this Lease.

B. Tenant hereby agrees to indemnify and to save and hold Landlord harmless and free of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgments, including reasonable legal expenses in connection with defending against any such action, suit or claim arising from injury to persons or property of any and every nature, or arising out of the use, occupation, management or possession of the Demised Premises, or of any building thereon, or any part thereof, or of the vaults, alleys, sidewalks adjacent thereto, occasioned by Tenant, its agents, employees, assigns or occupants of any part of the Demised Premises, or by their agents or employees respectively, at any time during the term of this Lease.

24. Improvements and Personal Property Owned by Landlord

Any and all improvements to said Demised Premises or any part thereof and any replacements of fixtures and equipment during the term of this Lease shall belong to Landlord upon the expiration or earlier termination of this Lease, and without payment of any kind therefore, with exception of dry-cleaning and/or laundry equipment, which Tenant may remove in case of expiration, but not earlier termination, of this Lease.

25. Limit of Liability of Landlord and Tenant

Tenant agrees that, if Landlord shall be an individual, corporation, trustee, joint venture, tenancy in common, co-partnership, unincorporated association or other unincorporated aggregate of individuals and/or entities, then Tenant shall look solely to such Landlord's estate and property in the land and buildings (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such incorporated or unincorporated Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use and occupancy of the Demised Premises.

26. Signs

With respect to any future signs, Tenant shall only use, erect and maintain signs,

flagpoles, marquees or other forms of advertisement or display on the Demised Premises by and with the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, and to the extent that such erection, use and/or maintenance may be approved by and be in all respects satisfactory to the municipal and other governmental authorities having jurisdiction thereof, and conform in all material respects to all laws, ordinances and regulations pertaining thereto; but Tenant shall include in the insurance coverage to be carried by Tenant hereunder, full insurance against any hazard, loss or damage to person or property by reason of said signs and structures, including indemnity in favor of Landlord against damages or injury due to, or in any way connected with, the erection, maintenance and/or operation of any such signs and structures.

27. Access Rights by Landlord to Show Premises

Subject to rights of tenants and occupants, Tenant shall permit landlord or its agents, on reasonable advance notice of not less than three (3) business days to Tenant, to show the Demised Premises on business days to persons wishing to purchase or mortgage the same; and during the year next preceding the expiration of the term hereby granted, Landlord or its agents shall have the right to show the premises to persons wishing to hire the same upon such notice.

28. Inspection and Access Rights

Subject to rights of tenants and occupants of the Demised Premises, Landlord and its agents and other representatives shall have the right to enter into and upon the Demised Premises or any part thereof at all reasonable hours and upon reasonable notice for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, which right to make repairs or alterations shall, however, be subject and subordinate to each and every provision contained in this Lease applicable to repairs or alterations, and landlord agrees that except for emergencies (in Landlord's reasonable opinion), Landlord will give Tenant five (5) business days' prior notice before making any repairs upon the Demised Premises and in the event that Tenant shall dispute the necessity for such repairs, such disputes shall be subject to arbitration pursuant to Article 34 hereof. Except as otherwise specifically provided elsewhere in this Lease, Landlord shall not be under any obligation to make any repairs, alterations and/or improvements of any kind whatsoever, of non-structural nature, but Tenant shall make all such repairs, alterations and improvements at its own cost and expense. However, in case of the neglect or default of Tenant in making the same, Landlord may do so during the term hereby granted or after its expiration, subject to the provisions of Article 21F hereof, and all reasonable costs and expenses paid or incurred in connection therewith, plus interest thereon at the highest legal rate then permissible, shall be repaid by Tenant to Landlord on demand as Additional Rent. The receipted bills of the mechanics or contractors employed by Landlord showing the payment by landlord for the making of such repairs, alterations or improvements, shall be prima facie evidence of the reasonableness of such charges therefor, and that the same have been paid by Landlord.

29. Quiet Enjoyment

Upon payment of the Basic Net Rent, Additional Rent and all other sums and charges

herein reserved and upon the due performance of all the terms, covenants and conditions and agreements herein contained on its part to be kept and performed, Tenant shall and may at all times during the term hereby granted peaceably and quietly enjoy the Demised Premises, subject, however, to the terms of this Lease; provided, however, that this covenant shall run with the land, shall be binding upon the grantee of the Demised Premises from time to time, as the case may be, but that there shall be no personal liability hereunder as against Landlord, or, if Landlord is a corporation, against its stockholders, or if it is a partnership, against any of its constituent partners, or any successor corporation or partnership or firm or joint tenancy, and Tenant will look solely to the Demised Premises for its protection.

30. Surrender at End of Term

At the expiration of the term of this Lease as set forth in Article 1 hereof, or upon the sooner termination of the term pursuant to Articles 21 or any other provision of this Lease, Tenant shall surrender and deliver up to Landlord the Demised Premises, free of all tenants, buildings and improvements and the sidewalk, vaults and streets and appurtenances in front of or appurtenant to the Demised Premises, and also all elevators, pipes, plumbing, electric wires, boilers and steam heating plant, and all machinery, together with all fixtures and equipment herein demised in the same condition existing on the date hereof, ordinary wear and tear excepted, to which end Tenant herein specifically contracts, under penalty of forfeiture and damages, that, except to the extent that such items are the responsibility of Landlord, as described in Article 7 hereof, Tenant will at all times not only keep all buildings on the said premises, sidewalks, vaults and streets, together with all furniture, furnishings, fixtures and equipment in the same condition existing on the date hereof, ordinary wear and tear excepted, whether inside or outside, and whether structural or otherwise, extraordinary or unforeseen, and will from time to time, if necessary, renew the same to the end that delivery of the aforesaid Demised Premises and sidewalks, vaults and streets and all pipes, plumbing, electric wires, boilers and steam heating plant, elevators and machinery, within, in front of, or appurtenant to the Demised Premises, together with all such furniture, furnishings, fixtures, chattels and equipment, may be at the expiration of this Lease in the same condition existing on the date hereof, ordinary wear and tear excepted.

31. No Waiver

It is understood and agreed that neither delay on the part of Landlord in invoking any remedy to which Landlord may be entitled because of any breach on the part of Tenant of any covenant or condition herein nor the acceptance of rent herein by Landlord, either from Tenant or any subtenant, whether or not such delay or acceptance is with or without knowledge on the part of Landlord of such breach, shall prejudice Landlord's privilege to invoke such remedy, which remedy shall continue until such breach is cured.

Landlord may, as often as it elects, waive any one or more violations or defaults in any of the terms, covenants, conditions and provisions set forth in this Lease, in case any such violations or defaults occur, without thereby losing or impairing the right subsequently to enforce fully each and all of such terms, covenants, conditions and provisions in the manner herein provided in case of new or continued violation or default in any of such terms, covenants,

conditions and provisions.

32. Arbitration

If a matter is to be determined by arbitration pursuant to the specific provisions of this Lease, then such matter shall be settled by arbitration in New York City or Nassau County before the American Arbitration Association and in accordance with its procedural rules then obtaining (or if the American Arbitration Association is not then in existence, such matter shall be settled by arbitration in accordance with the laws of the State of New York), and the award rendered shall be final, conclusive and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. Each party to the arbitration shall pay half the cost thereof and its own counsel fees and expenses. It is further expressly understood and agreed that arbitration shall not be available to any party to this Lease except in the cases in which it is expressly provided for in this Lease.

33. Excavation

If any excavation shall be made or contemplated to be made for building or other purposes upon property adjacent to the Demised Premises, Tenant shall, subject to Landlord's approval, and if applicable, Landlord's payment (as set forth in Article 7) either:

(i) afford to the person or persons causing or authorized to cause such excavation the right to reasonably enter upon the Demised Premises and any building and improvements now or hereafter erected thereon for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures thereof from injury or damage and to support the same by proper foundations, or

(ii) do or cause to be done all such work as may be necessary to preserve any of the walls or structures of any building and improvements now or hereafter erected upon the Demised Premises from injury or damage and to support the same by proper foundations. Tenant shall not, be reason of any such excavation or work, have any claim against Landlord for damages, or indemnity or for suspension, diminution, abatement or reduction of rent under this Lease or any renewal thereof.

This Article is intended to benefit only the Landlord and permitted mortgagees and is not intended to create any rights not conferred by law on any adjoining owner or lessee.

34. No Service or Repairs

Except as set forth in Article 7, Landlord shall not be required to furnish any service to the Demised Premises, including, without limitation, heat, water, electricity and power, and shall in all events not be liable for any failure of water supply or electric current or of any service by any utility, nor for injury or damage to person (including death) or property caused by or resulting from falling plaster, steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Demised Premises, or from any pipes, appliances or plumbing works of the same, or from the street or subsurface or from any other place, nor from interference with light or



other incorporeal hereditament or easements, however caused, except if due to negligence on the part of Landlord. Tenant agrees to pay all charges for gas, electricity, water, light, heat, power and/or other services used or charges imposed in or about or supplied to said building. If there is no meter to measure the consumption of water, the Tenant, at its own cost, will install same. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Demised Premises. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises from and after the date hereof, except as otherwise provided herein.

35. Party Wall Agreements, If Any

Tenant covenants, in connection with the making of repairs or alterations, to observe and perform the covenants and conditions contained in any party wall agreement affecting the Demised Premises, if any.

36. Definition of Landlord

The term "Landlord" as used in this Lease means only the owner for the time being of the land and buildings which constitute the Demised Premises, so that in the event of any sale of said land and buildings, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and conditions of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. This provision shall apply to each and every sale and transfer.

37. Notice

Notice wherever provided for herein shall be in writing and be given by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, at the address herein specified by the party to whom such notice is to be given, unless a different address has been furnished by such a party to the party giving such notice, in which case the latter address shall be used. Every notice shall be deemed to have been given five (5) days after the time of deposit thereof in any branch of the United States Post Office, except with respect to notice of change of address, which shall be deemed given when received.

Any and all notices required to be given to Landlord under the terms of this Lease shall be given only to one such individual, firm or corporation who shall have been duly designated by an instrument or instruments executed and acknowledged by Landlord and until such further designation, all notice to be given to the Landlord shall be given to Landlord at the address set for on the first page of this lease, or at any different address as notified by the Landlord hereinafter, with a copy to Jay Sung Lee, Esq., 15 East 32<sup>nd</sup> Street, 3<sup>rd</sup> Floor, New York, New York 10016.

Any and all notices required to be given to Tenant under the terms of this Lease shall be given only to one such individual, firm or corporation, who shall have been duly designated by

an instrument or instruments executed and acknowledged by Tenant, and until such further designation, all notices to be given to Tenant shall be sent to the address set forth above.

38. Sprinkler System

A. If there now is or shall be installed in the building a "sprinkler system" and such systems or any of its appliances shall be damaged or injured or not in reasonable working order, Tenant shall forthwith restore the same to reasonable working condition.

B. If the New York Board of Fire Underwriters or the Fire Insurance Exchange or any bureau, department or official of the federal, state or city government or any fire insurance carrier insuring the Demised Premises requires changes, modifications or alterations to the sprinkler system, Tenant shall be responsible for same. Further, Tenant shall be required to maintain the sprinkler system and replace sprinkler heads as necessary.

C. Tenant shall pay all costs for the contract price for sprinkler supervisory service during the term of this Lease, if required.

39. Estoppel Certificate - Tenant

Tenant agrees at any time and from time to time upon not less than ten (10) days' prior written notice by Landlord to execute, acknowledge and deliver to Landlord or fee mortgagee a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification), and the dates to which the Basic Net Rent and Additional Rent have been paid, and stating whether or not Landlord is in default in keeping, observing or performing any term, covenant, agreement, provision, condition, or limitation contained in this Lease and, if in default, specifying each such default, it being intended that any such certificate delivered pursuant to this Article may be relied upon by Landlord or any prospective purchaser of the fee or any mortgagee thereof.

40. Estoppel Certificate - Landlord

Within ten (10) days after receipt of written request therefor, Landlord will certify in writing to Tenant or any assignee or proposed assignee or mortgagee of this Lease, or proposed permitted sublessee, that as of the date of such certification, Tenant has or has not, as the case may be, faithfully and fully made all payments then and theretofore due to Landlord and that Landlord knows or does not know, as the case may be, of any default by Tenant in the full and faithful performance by Tenant of all covenants, conditions and agreements on Tenant's part to be performed. Upon the failure of Landlord to execute and deliver such certificate within the time above specified, such failure shall be deemed tantamount to the delivery of the certificate by Landlord, to the effect that Tenant has faithfully and fully met all payments thereunder and theretofore due to Landlord, and that Tenant is not in default under the terms of this Lease.

41. Severability Provision

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

42. Landlord's Right to Mortgage Fee

Subject to the provisions of Article 21 hereof, Landlord may, from time to time, mortgage its fee and estate in the Demised Premises and its reversionary interest in and to the furniture, chattels, furnishings, fixtures and equipment, or renew, modify, consolidate, replace or extend any such mortgage and this Lease and all rights of Tenant shall be subject and subordinate to any such mortgage, and any renewal, modification, consolidation, replacement or extension agreement thereof. Landlord agrees that promptly upon receipt by Landlord or any written notice of default from any fee mortgagee, Landlord shall send a true copy of such notice of default to Tenant.

43. Covenants

Whenever in this Lease any words of obligation or duty are used, such word or expressions shall have the same force and effect as though in the form of covenants.

44. Waiver of Jury Trial

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises and/or any claim or injury of property damage. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the premises by reason of nonpayment of the Basic Net Rent, Additional Rent or other sums and charges, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

45. Security

Tenant has deposited with Landlord the sum of \$10,000.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and Additional Rent. Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and Additional Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect to any of the terms, covenants and conditions of this lease. Tenant shall, upon demand, deposit with landlord the full amount so used in order that the Landlord shall have the full security deposit on hand at all times. In the event of a bona fide sale of the property of which the Demised Premises are a part, the Landlord shall have the right to transfer the security to the

purchaser to be held under the terms of this Lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

46. Governing Law

The parties hereby covenant and agree that this Lease shall be governed by, and construed in accordance with the internal laws of the State of New York, without giving effect to principles of conflicts of law.

47. Article Headings

The Article headings are inserted only as a matter of convenience and for the reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

48. Net Rental

It is the intention of the parties that except as herein specifically set forth, the rent payable hereunder shall be net to the Landlord and that all costs, expenses and obligations, except as herein specifically set forth, of every kind and nature, relating to the Demised Premises, shall be payable by Tenant.

49. Broker

Tenant represents and warrants that Tenant has not dealt with any broker in connection with this lease or the negotiation or execution thereof other than GCA Property, LLC. Tenant agrees to indemnify and hold Landlord harmless from and against any claims, damage, liability or expense, including attorneys' fees, pertaining to any other broker with whom Tenant has dealt. Landlord shall pay the broker's fees pursuant to the separate agreement with the broker, if any.

50. Miscellaneous

A. Tenant shall reimburse Landlord for all reasonable attorneys' fees incurred in connection with actions to compel compliance by Tenant with any provision of this lease or to recover damages resulting from non-compliance, including non-payment of rent. Such amounts shall be deemed additional rent and shall be paid on demand.

B. Neither this lease nor any memorandum thereof shall be recorded, without the prior written consent of Landlord.

C. The failure of Landlord to insist upon a strict performance of any term, covenant or condition herein shall not be deemed a waiver of any rights or remedies that Landlord may have or a waiver of any subsequent breach or default.

D. If any provision of this lease shall be unenforceable or invalid, such unenforceability or invalidity shall not affect any other provision of this lease.

E. If there are any violations issued by the governmental authorities regarding the environmental aspect of the Building, which are based upon the use of Demised Premises by the Landlord prior to the Lease Commencement, then the Landlord shall be responsible to correct the violations including payment of any fine, penalty and/or judgment.

F. The submission of this lease to Tenant shall not be construed as an offer or option, and Tenant shall not have any rights hereunder unless and until Landlord shall execute a copy of this lease and deliver the same to Tenant.

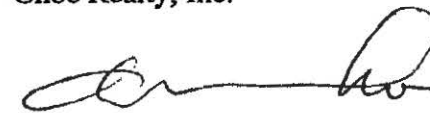

G. Landlord represents that there is no asbestos or hazardous materials in the Demised Premises. Notwithstanding any provision in this Lease, Tenant shall not be required to correct, remove or abate any hazardous materials in or from the Premises or the building, which existed at the time of commencement of Lease.

H. In the event Landlord undertakes any renovation or repairs to the building, either interior or exterior, Landlord shall make reasonable efforts not to inconvenience Tenant's use and enjoyment of the Demised Premises.


IN WITNESS WHEREOF, the parties have set their hands and seals the year and date first above written.

Witnessed:

Landlord  
Choe Realty, Inc.

  
By: Won Ho Choe, President  
RICHARD W. A.

Tenant  
Westbury Sun Cleaners, Inc.

  
Ki Hwan Kim, President



## Lease Addendum One

THIS ADDENDUM TO LEASE is an integral part of that certain Agreement of Lease dated May 4, 2010 between Choe Realty Inc. ("Landlord") and Westbury Sun Cleaners, Inc. ("Tenant").

Landlord and Tenant further agree as follows:

### 1. Term.

Section 1 and 3 of the Lease are amended to include the following:

*K. Choe* *2016* The Term of the Lease is extended for ~~five~~ *six* years, from May 1, 2010 to April 30, ~~2015~~. The rent will be as follows

<u>Period</u>	<u>Monthly Rent</u>	<u>Yearly Rent</u>
May 1, 2010 to April 30, 2011	\$5000	\$60,000
May 1, 2011 to April 30, 2012	\$5150	\$61,800
May 1, 2012 to April 30, 2013	\$5304	\$63,648
May 1, 2013 to April 30, 2014	\$5463	\$65,556
May 1, 2014 to April 30, 2015	\$5626	\$67,512

**Rent Income**

*K. Choe* *May 1, 2015 to April 30, 2016* *\$5794* *\$69,537*

2. Hazardous Materials. Landlord represents to Tenant that, other than the Consent Order referred below with respect to the building, (a) there are no Hazardous Materials, including asbestos, in the building, (b) there are no claims of any kind, either actual or threatened, concerning Hazardous Materials, including asbestos, (c) Landlord has not received any correspondence from any governmental entities regarding environmental matters or Hazardous Materials, including asbestos, and (c) Landlord knows of no basis or fact of any kind, which may be the basis of a claim by a third party for an environmental matter violation.

Notwithstanding any provision in this Lease, Tenant shall not be required to correct, remove or abate asbestos or any other Hazardous Materials in or from the Premises.

The term "Hazardous Materials" shall means asbestos and any toxic or hazardous substances, wastes or contaminants, medical wastes, infectious wastes, polychlorinated biphenyls, paint containing lead and urea formaldehyde foam insulation, as any of those terms is defined from time to time in or for the purposes of any relevant environmental laws and regulations, federal, state, county or local.

Landlord shall comply with all the provisions relating to the Order to Consent with the New York State Department of Environmental Conservation. dated August 10, 2010 ("Consent Order"), and shall provide promptly all information to the Tenant related to the Consent Order.

CHOE REALTY INC. (Landlord)

By: 

Won Ho Choe, President

Date: December 9, 2010

WESTBURY SUN CLEANERS, INC. (Tenant)

By: 

Ki Hwan Kim, President

Date: December 9, 2010